Registered No. M.—1175

The Mysore Gazette

Vol. 59.] PUBLISHED BY AUTHORITY. [No. 31.

BANGALORE, THURSDAY, JULY 31, 1924.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Notification, dated 22nd July 1924.

It is hereby notified for general information that the right of harvesting the grass crop in the undermentioned plantations of the Kolar District, up to end of June 1925, will be sold by public auction on the dates and at places specified against each plantation by the concerned Range Forest Officer, subject to the confirmation by the District Forest Officer or the Conservator of Forests in Mysore, when the value exceeds Rs. 500 :—

Name of the Taluk	Name of the plantation	Area in acres	Distance from Taluk Headquarters or Railway Station	Place and date of sale
		A. g.		
1. Kolar ..	Gazaldinne ..	119 0	1½ miles from Kolar ..	5th August 1924, Kolar
2. Malur ..	Malur Town ..	66 0	....	6th August 1924, Malur
3. Do ..	Karabele ..	260 0	2½ miles from Bowringpet	4th August 1924, Bowringpet
	Dinneri ..	458 0	3 miles to Malur ..	6th August 1924, Malur
	Ramachandrapura ..	276 0	3. do ..	
	Bellavi ..	96 0	do ..	
	Lakshmisagara ..	228 0	10 miles to Kolar ..	7th August 1924, Narasapura
3. Kolar ..	Vakkaleri (A. B. and C. Blocks).	1,713 0	7 do ..	do Vakkaleri
	Byappanahalli ..	414 0	do ..	do Narasapura
	Yesavanthapura ..	358 0	10 do ..	
4. Sidlaghatta ..	Jangamkote ..	783 0	10 miles to Sidlaghatta ..	7th August 1924, Jangamkote
	Doddahardi ..	973 0	12 do ..	
	Chickhardy ..	291 0	11 do ..	
	Kamasettihalli ..	1,265 0	6 do ..	
	Potrahalli ..	481 0	4 do ..	
5. Bagepalli ..	Beechaganahalli ..	190 22	8 miles to Bagepalli ..	5th August 1924, Bagepalli
6. Mulbagal ..	Kasipur ..	351 0	3 do Mulbagal ..	8th August 1924, Mulbagal
7. Chintamani ..	Konapalli ..	120 0	3 do Chintamani	8th August 1924, Chintamani

2. The successful bidder will be required to deposit 25 per cent of the purchase money, soon after the sale is closed and to pay the balance together with the local cess at one anna and railway cess at six pies per rupee on the full sale amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to the Government

and the right resold at the risk of the first purchaser, who will not participate, however, in any gain, but will make good any loss sustained by Government, by such re-sale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without the previous sanction of the Conservator of Forests. When such sanction is accorded the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of any fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations will be allowed to be cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of 30th June 1925. No grazing or storage will be allowed in them.

6. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

Notification dated 22nd July 1924.

It is hereby notified for general information that the exclusive right of collecting Honge seeds and leaves in the State Forests of the undermentioned taluks for the year 1924-25, will be sold by public auction at the Headquarters of each taluk by the respective Range Officers on the dates noted against each taluk :—

The sale will commence at 2 P.M., and, if it is not concluded on the same day, will be continued on the following day.

Taluk	Place of sale	Date of sale	Officer conducting the sale
Bowringpet ...	Forest Range Office, Bowringpet.	5th Aug. 1924	Forest Range Officer, Bowringpet.
Malur ...	Travellers' bungalow, Malur ...	6th Aug. 1924	
Kolar ..	District Forest Office, Kolar	5th Aug. 1924	Forest Range Officer, Srinivaspur.
Mulbagal ...	Travellers' bungalow, Mulbagal.	6th Aug. 1924	
Srinivaspur ...	Range Forest Office, Srinivaspur.	4th Aug. 1924	
Do ...	Range Forest Office, Rayalpad.	6th Aug. 1924	Forest Range Officer, Rayalpad.
Chintamani ...	Travellers' bungalow, Chintamani.	7th Aug. 1924	
Bagepalli ...	Range Office, Bagepalli ...	4th Aug. 1924	Forest Range Officer, Bagepalli.
Goribidnur ...	Range Office, Goribidnur ...	6th Aug. 1924	Forest Range Officer, Goribidnur.
Gudibanda Sub-Taluk.	Taluk Office	8th Aug. 1924	
Chikballapur ...	Range Office, Chikballapur ...	6th Aug. 1924	Forest Range Officer, Chikballapur.
Sidlaghatta ...	Travellers' bungalow, Sidlaghatta.	5th Aug. 1924	

2. No person shall be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 5, which must be in the form of currency note. The deposits of unsuccessful bidders will be returned immediately after the sale.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

4. The successful bidder shall, at the close of the sale, pay the entire amount of sale including the deposit already paid as per para 2 above, together with local cess at one anna per rupee and railway cess at three pies per rupee on the entire sale amount. In default, the deposit already paid will be forfeited and the right resold. Such re-sale will be at the risk of defaulting purchaser, who will be liable to make good any loss that may result to Government by such re-sale but will not participate in any profit accruing therefrom.

N. B.—If the deficit be not paid, the same will be recovered as an arrear of land revenue.

5. If the sale is not confirmed, the amount paid will be refunded to the party.

6. The accepted bidder shall execute an agreement on a duly stamped paper within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions specified hereunder. In default, the acceptance of his bid will be revoked, the money already paid forfeited and the right re-sold at his risk.

Conditions to be observed by the lessee.

(*a*) The lessee shall hold himself responsible for cutting or injuring other trees on the plea of collecting the produce. He shall be held personally responsible for the act of his agents and servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer.

(*d*) The coolies employed by the lessee must take permission from the Range Officers concerned before they enter forests.

(*e*) The lessee shall take permits from the Range Officers concerned for the export of produce collected by him.

(*f*) The lessee, his agents or servants, shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of forests, all produce collected under the terms of the lease before the contract period, *i.e.*, 30th June 1924.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or by his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

7. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 50 at the discretion of the District Forest Officer.

C. H. EAGLES,
District Forest Officer.

TUMKUR DISTRICT.

Re-sale Notification dated 19th July 1924.

It is hereby notified for general information that the exclusive right of collecting Thangadi (Cassia ariculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation of the sale to the 30th June 1925, in the following taluks and hoblies, will be re-sold on the 9th August 1924 at the District Forest Office, Tumkur (Talukwar or Hobliwar as the case may be), by the Deputy Commissioner, Tumkur District, or an Assistant Commissioner deputed by him and the District Forest Officer, at the risk of the original purchasers as they have failed to remit the 3rd khist due on 1st July 1924 as per clause 10 of the sale Notification dated 7th April 1923, subject to the conditions of the said sale notification published on pages 208—210, Part VI of the *Mysore Gazette* dated 12th April 1923.

1. Chiknayakanhalli Taluk.
2. Sira Taluk. (For not having paid the balance amount of Rs. 4,256-4-0.)
3. Thuruvekere Sub-Taluk.
4. Tiptur Taluk.
5. Kadaba, Nittur and Dandinsivara Hoblies of Gubbi Taluk.

V. ETHIRAJALU NAIDU,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 19th July 1924.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests of the District up to the end of June 1925, will be sold Rangewar at the Range headquarters by the Range Officers concerned and on the dates noted against them :—

S. No.	Range	Date of sale	Place
1	Ainurmarigudi	19th August 1924 ...	Moliyur
2	Bandipur	22nd August 1924 ...	Bandipur
3	Begur	22nd August 1924 ...	Begur
4	Chamrajnagar	18th August 1924 ...	Chamrajnagar
5	French Rocks	29th August 1924 ...	Melkote
6	Gundlupet	20th August 1924 ...	Gundlupet
7	Heggaddevankote ...	20th August 1924 ...	Heggaddevankote
8	Hediyal	22nd August 1924 ...	Hediyal
9	Hunsur	18th August 1924 ..	Hunsur
10	Kakankote	21st August 1924 ...	Antharasanthe
11	Periyapatna	20th August 1924 ...	Periyapatna

1. The auction sale will commence at 2 P.M., and, if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk Treasury the entire sale amount, including the deposit already made, together with local cess at one anna per rupee and railway cess at three pies per rupee. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid it will be recovered as a revenue demand.

7. If the sale is not confirmed the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The less e shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer, or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or District Forest Officer or by any other officer deputed by either of them

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the close of official year.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 23rd July 1924.

It is hereby notified, that consequent on the failure on the part of the original contractors to pay up the 3rd Khist due on 1st July 1924, as required by condition 10 of the Sale Notification dated the 7th April 1923, the right of collecting and removing Tangadi and Kakke barks of all the taluks of the District for 1923-25, will be resold at the risk of the original purchasers at 2 P.M. on the 18th August 1924, by the District Forest Officer, Hassan, in the Hassan Sandal Koty.

For particulars, please see pages 207 to 210, Part VI, *Mysore Gazette*, dated the 12th April 1923.

L. P. MASCARENHAS,
District Forest Officer.

SAGAR DIVISION.

Notification dated 9th July 1924.

The Tangadi and Kakke bark contractor of Sagar, Sorab and Nagar Taluks, for the period ending 30th June 1925, having failed to pay up the khist amount due on 1st July 1924, it is hereby informed for general information that the exclusive Right of collecting and removing Tangadi and Kakke barks from Government lands of the above taluks originally leased out on 25th May 1923, in accordance with the Notification dated the 7th April 1923, will be resold by the District Forest Officer, Sagar Divison, on the 4th August 1924 at 2 P.M. in his office at Sagar subject to the conditions of the original sale and at the risk of the defaulting Lessee. The right of collection will extend over a period commencing from the date of confirmation of the resale up to the end of 30th June 1925.

Notification dated 12th July 1924.

It is hereby notified that one Beete Log measuring 18' length and 3' girth is found lying near Asharkhana at Shiralkoppa village without bearing any numbers and any Forest stamps. The said log has been kept in the custody of one Sanjivappa of Shiralkoppa. Any person having any right to the said timber is directed to present to the District Forest Officer, Sagar Division, within one month from the date of publication of this notification a written statement establishing his claims thereto, failing which, the ownership of the said timber shall vest in the Government under Section 42 of the Mysore Forest Regulation.

P. KRISHNASWAMI RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 17th June 1924.

It is hereby notified for information that the right of collection and removal of bamboos in the undermentioned Forests of the Kadur Division for the year 1924-25, will be sold by public auction by the District Forest Officer, Kadur Division, at the places noted against them on the dates fixed for the sale at 2 P.M.

Name of Range	Name of State Forest	Name of block	Place of sale	Date of sale	Minimum quantity to be purchased	
					Small bamboos	Big bamboos
Kadur	Doddangudda	Amrut Mahal kaval.	District Forest Office, Chikmagalur.	15th Aug. 24.	5,000	—
Koppa	All forests	District jungles and State Forests			10,000	—

REMARKS.—Only for the year 1924-25.

Conditions.

The sale is subject to the confirmation of the Conservator of Forests who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

2. The highest bidder shall deposit 25 per cent of the lease amount immediately the sale is concluded together with the Local, Railway and Education cesses at 2 annas on the full sale amount. If he fails to do so, the produce will be re-sold at his risk in which case, he shall not participate in any profit arising therefrom but on the other hand shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of revenue demand.

3. The successful purchaser or lessee shall pay the balance of the lease in three monthly instalments in advance, failing which, the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right re-sold subject to the conditions stipulated in para 2 *supra*. The first instalment should be paid within five days from the date on which the confirmation of sale is intimated to him.

4. The lessee shall sign an agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of sale may be intimated to him ; in default, the money paid by him will be forfeited to Government and the right disposed of by re-sale at his risk as defined in paras 2 and 3 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and further paid the first instalment of lease amount.

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature culms less than three years old.

(*c*) The lessee will be personally held responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing the cutting of culms under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission in writing of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1925. No permission will be granted for cutting and collection of bamboos after the 30th June 1925.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(*j*) The lessee shall soon after the sale is confirmed deposit Rs. 100 or ¼ of the sale amount (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or part as the Conservator of Forests may decide and the lease liable to be cancelled.

5. The sale does not prohibit the issue of retail licenses at seig niorage rates or the exercise of the rights of the villagers.

B. NARASIMHA IYENGAR,
District Forest Officer.